

DISPOSITION AGREEMENT

(w/South End Community Development, Inc.)

THIS AGREEMENT, made and entered into the _____ day of _____, 1965, by and between BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, created pursuant to Chapter 121, Section 26QQ, of the Massachusetts General Laws, (the "Authority"), and SOUTH END COMMUNITY DEVELOPMENT, INC., a corporation organized and operated under the provisions of Chapter 180 of the Massachusetts General Laws, (the "Redeveloper").

WHEREAS, the Redeveloper is a charitable corporation organized under the laws of the Commonwealth of Massachusetts whose primary purpose is to acquire, improve (through rehabilitation, new construction, or otherwise) and make available at the lowest possible cost to persons and families with low income of every race, religion and nationality, housing in the area known as the South End of Boston and to stimulate, by example or otherwise, the renovation and improvement of properties in the South End of Boston;

WHEREAS, the Redeveloper has applied for and received a grant from the Housing and Home Finance Agency of the United States of America for the purpose of aiding in the financing of a low income housing demonstration project in the South End of Boston;

WHEREAS, the Authority is familiar with and actively cooperated in the preparation of said demonstration project and declared to the Housing and Home Finance Agency its intention to cooperate in the demonstration and to provide services and help, including in such help the acquisition and release by the Authority of structures for rehabilitation purposes and particularly the release without consideration of property in tax-foreclosed ownership of the Real Property Department of the City of Boston;

WHEREAS, said declaration by the Authority was instrumental in the Redeveloper's obtaining a grant from the Housing and Home Finance Agency;

WHEREAS, the Mayor of the City of Boston has also indicated his wholehearted support of the demonstration project;

WHEREAS, the demonstration project is entirely consistent with the renewal plan for the South End, and the success of the project will contribute in an important way to the successful completion of redevelopment plans for the City of Boston;

NOW, THEREFORE, the parties hereto have agreed as follows:

ARTICLE I

DEFINITIONS

Section 101: Defined Terms

(a) "The Property consists of the following parcels (sometimes hereinafter referred to singly as "parcel" and collectively as "parcels"):

216 Northampton Street
38 East Springfield Street
10 Dartmouth Street
23 Greenwich Park
45 Dwight Street

(b) "Plan" shall mean the South End Urban Renewal Plan for which adoption will be sought by the Authority, as hereinafter provided, in accordance with Chapter 121 of the General Laws. The "term of the Plan" shall mean a period of 40 years commencing upon the approval of the Plan by the City Council. For the purposes of this Agreement, until the due adoption of the Plan, the term "Plan", shall also mean the Land Use Provisions, Planning Objectives, and Other Requirements set forth in Exhibit A which is attached hereto and made a part hereof.

(c) "Preliminary Plans and Specifications" shall mean the plans and the completed FHA Form 2435 (outline specifications) submitted by the Redevelo-

per to the Federal Housing Administration (FHA) in connection with the Redeveloper's application for mortgage insurance. The preliminary plans and specifications are annexed hereto as Exhibit B.

(d) "Final Plans and Specifications" shall mean the drawings, sketches, and plans and specifications which shall be submitted to the Authority as hereinafter provided, showing the general plan, dimensions, materials, methods, and equipment to be employed in accomplishing the improvements.

(3) "Improvements" shall mean the construction, repair, and remodeling to be accomplished by the Redeveloper pursuant to the Preliminary and the Final Plans and Specifications.

(f) "Closing Time" shall mean the time at which the deed or deeds conveying the Property to the Redeveloper are delivered, which shall not occur, in the case of any parcel, later than ten (10) days after execution hereof. "Closing Place" shall mean the Authority's South End Office, 72 Warren Avenue, Boston, Massachusetts, or such other place as is mutually agreed upon.

ARTICLE II

TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

In consideration of the mutual covenants and agreements contained in this agreement, and subject to all of its terms and conditions, the Authority covenants and agrees to sell and convey, at the Closing Time and Place, by quitclaim deed, title to the Property, for which a title insurance policy free of exceptions which would preclude mortgage financing may be purchased, and the Redeveloper covenants and agrees to so purchase the Property.

Section 202: Federal Tax Stamps and Other Closing Costs

The Redeveloper shall pay the cost of any Federal or State documentary tax stamps which may be required and the cost of recording the deed. This agreement may be recorded at any time by either party (at the recording party's expense), with the consent of the other party, which consent shall not be unreasonably withheld.

Section 203: Adjustments

Taxes, charges, or assessments allocable with respect to any parcel to any period after delivery to the Redeveloper of a deed to such parcel shall, to the extent required by law, be payable by the Redeveloper.

Section 204: Conditions Subsequent to Conveyance

Failure of the Redeveloper to comply with any of the following requirements in connection with any of the parcels prior to commencing the improvements on the parcel shall, at the option of the Authority, constitute a default for purposes of Section 601 hereof.

(a) Final Plans and Specifications for the parcel shall be submitted by the Redeveloper and approved by the Authority as provided in Section 301 hereof.

(b) The Redeveloper shall furnish the Authority evidence satisfactory to the Authority that it has developed a sound plan for letting out the work to be done in connection with the improvements. Such evidence shall include (i) a schedule of the approximate time for completion of the various stages of construction of the improvements, (ii) the latest cost estimates secured, in summary form (iii) a copy of each contract which it has entered into which permits the contractor to assign or subcontract all or a part of the work, which, together with any modifications (including modifications agreed to at any time prior to issuance of the certificate of completion) thereof, shall be available at all reasonable times for inspection at the Redeveloper's office, by authorized representatives of the Authority, and in the case of any such "prime contract" not yet entered into, a statement describing all bids received, and (iv) a summary statement of the work which the Redeveloper intends to perform itself or with respect to which it intends to act as prime contractor.

(c) The Redeveloper shall furnish the Authority with a performance bond naming the Redeveloper, the construction mortgagee, the permanent mortgagee, the Federal Housing Administration, and the Authority as obligees, as interest may appear, in form and with a company satisfactory to the Authority; provided, that the performance bond (or security deposit in lieu thereof) accepted by FHA at the time of the initial mortgage closing will be deemed to satisfy the requirements of this paragraph (c).

(d) The Redeveloper shall furnish evidence satisfactory to the Authority and (if FHA financing is involved) to the FHA that the Redeveloper has the equity capital and commitments for mortgage financing adequate for the construction of the improvements in accordance with said approved Final Plans and Specifications and the construction contracts.

Section 205: Default by Authority

In the event that the Authority shall be unable to give title in accordance with the provisions of Section 201 above or to make conveyance or to deliver possession of any of the parcels of the Property as in this Agreement provided, then, the Authority shall use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the Authority shall give written notice thereof to the Redeveloper at or before the time for the performance by the Authority hereunder, and thereupon the time for the performance by the Authority shall be extended for a period of ninety (90) days; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title as the Authority can deliver to the Property. If at the expiration of the extended time the Authority shall be unable to give title in accordance with Section 201 or to make conveyance or to deliver possession as in this Agreement provided, then, all obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties. In the case of each parcel, the acceptance by the Redeveloper of a deed conveying title in accordance with the provisions of Section 201 shall be deemed a full performance and discharge of every agreement and obligation herein contained with respect to such portion of the property, except such as are, by the express terms hereof, to be performed after the delivery of such deed, and except that until 5:00 PM, February 11, 1965, the Redeveloper shall be permitted to reconvey any parcel with respect to which it is able to demonstrate that title insurance in accordance with Section 201 above is unavailable.

ARTICLE III

RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Submission of Plans

(a) On or before forty-five (45) days after the conveyance of the Property the Redeveloper shall submit to the Authority Final Plans and Specifications for all of the parcels so that the Authority may review them to determine whether they conform substantially with the Preliminary Plans and Specifications and are complete and adequate for accomplishment of the work described in the Preliminary Plans and Specifications. The Authority shall promptly notify the Redeveloper in writing of its approval or disapproval, stating in detail any grounds for disapproval. If no grounds of disapproval are so delivered within ten (10) days after ~~submission~~ or any resubmission thereof as hereinafter provided, such plans and specifications shall be deemed approved.

In the event of disapproval, the Redeveloper shall, within ten (10) days thereafter, resubmit the Final Plans and Specifications altered to meet the grounds of disapproval. Any resubmission shall be subject to the review and approval of the Authority in accordance with the procedure hereinabove provided for an original submission, until Final Plans and Specifications shall be approved by the Authority provided, however, that the Redeveloper shall submit Final Plans and Specifications which meet the requirements of this subsection and the approval of the Authority on or before ninety (90) days after the Closing Time.

(b) The Redeveloper shall not apply for a building permit until the Authority has approved the Final Plans and Specifications. No work shall be done on the construction of the improvements unless such work conforms substantially with such approved Final Plans and Specifications, except to the extent that modifications thereof have been approved in writing by the Authority.

Section 302: Time for Commencement and Completion of Construction

(a) In the case of each parcel, the Redeveloper shall begin the construction of the improvements in accordance with the approved Final Plans and Specifications within forty-five (45) days (but in the case of 45 Dwight Street, four (4) months) after approval of the Final Plans and Specifications and shall diligently prosecute such construction to completion.

(b) After the sale and conveyance and delivery of possession of each parcel to the Redeveloper and during the period of construction, the work of the Redeveloper on each parcel shall be subject to inspection at reasonable hours by representatives of the Authority and of the City of Boston (hereinafter called the "City".)

(c) The Agreements and covenants contained in this Section with respect to the beginning and completion of the improvements on the Property shall be covenants running with the land. Covenants to the same effect shall be contained in any instruments conveying the Property or any part thereof or interest therein to the Redeveloper or to its successors or assigns. However, said agreements and said covenants shall not apply to a mortgagee permitted by this Agreement unless such mortgagee elects to complete the improvements pursuant to Section 403, in which case the extension provisions of Section 603 shall apply.

Section 303: When Improvements Completed

In the case of each parcel, the construction of the improvements shall be deemed provisionally completed when the building on the parcel is substantially ready for occupancy, and shall be deemed incontestably completed for the purposes of this Agreement upon the issuance of a certificate of completion by the Authority as hereinafter in this Section described.

Promptly after completion on each parcel of the improvements in accordance with the provisions of this Agreement, the Authority will furnish the Redeveloper with an appropriate instrument so certifying. Such certification shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligation of the Redeveloper, and its successors and assigns, to construct the improvements and the dates for the beginning and completion thereof; provided that such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the improvements, or any part thereof on the purchase of the Property.

All certifications provided for in this section shall be in such form as will permit them to be recorded in the Registry of Deeds for Suffolk County, Commonwealth of Massachusetts. If the Authority shall refuse or fail to provide any certification in accordance with the provisions of this section, the Authority shall, within ten (10) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the improvements in accordance with the provisions of this Agreement and what measures or acts it will be necessary, in the opinion of the Authority, for the Redeveloper to take or perform in order to obtain such certification.

Section 304: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and assigns, covenants, promises and agrees:

- (1) The Property shall always be used in conformity with land use provisions, planning objectives and other requirements for the Property which will be contained in the Plan and which are set forth in Exhibit A which is attached hereto and hereby made a part hereof. During the three-year period immediately following a conveyance hereunder, authorized representatives of the Authority shall at reasonable times and intervals have free and unobstructed access to the Property for purposes of determining whether the Property is being so used. If the Plan is not approved and adopted by the City of Boston in accordance with the provisions of Chapter 121

of the General Laws of Massachusetts on or before December 31, 1966, this subparagraph (1) and subparagraph (2) below shall after such date be without force or effect. If the Plan is so adopted on or before such date, the provisions of the Plan shall supersede Exhibit A for the purposes of this paragraph insofar as not inconsistent with the provisions of Exhibit A in a manner substantially detrimental to the interests of the Redeveloper.

- (2) Preference shall be given in the selection of tenants for dwelling units on the Property, subject to the corporate purposes of the Redeveloper as set forth in the Redeveloper's Articles of Organization, to persons displaced from, or scheduled for displacement from, the area described in the Plan because of clearance and redevelopment activity, who desire to live in such dwelling units and will be able to pay the rents being charged at the time in accordance with the terms hereof.
- (3) There shall be no discrimination upon the basis of race, creed, color, or national origin in the sale, lease, use, or occupancy of the Property, or in connection with the employment or application for employment of persons for the construction of the improvements.
- (4) All state and local laws in effect from time to time, forbidding discrimination or segregation by reason of race, religion, color or national origin in the sale, lease, use or occupancy of the Property, shall be complied with.

(b) The covenants in subsection (a) of this Section shall be covenants running with the land, and shall be contained or incorporated by reference in any instruments from the Authority to the Redeveloper and in any instruments from the Redeveloper, its successors and assigns, conveying the Property or any part thereof or interest therein and shall be expressed therein to be covenants running with the land.

(c) The covenants in subdivisions (1) and (2) of subsection (a) of this Section, and the covenants to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection (b) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the term of the Plan; and the covenants in subdivisions (3) and (4) and the covenants to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection (b) and all rights and obligations under any of said covenants shall terminate in the case of each of the parcels upon the expiration of one hundred (100) years from the date of delivery of the deed to the parcel from the Authority to the Redeveloper. The United States shall be deemed a beneficiary of the covenants in subdivision (3) of subsection (a) both for and in its own right and also for the purposes of protecting the interests of the community and other parties public or private in whose favor or for whose benefits such agreements and covenants have been provided.

Section 305: Rental Program

(a) During the three year period immediately following conveyance of a parcel hereunder, the rents on such parcel shall be so fixed as to make tenancy, subject to the costs of operation and maintenance, feasible to persons of low income living in similar or comparable dwelling units in similar or comparable neighborhoods.

(b) The Redeveloper agrees, during said three-year period, to consult with the Authority in connection with the Redeveloper's rental program, with respect to such matters as the preparation of advertising material, brochures, and leases, the establishment and operation of rental offices, if any, the employment or contracting for the performance of custodial and janitorial services, and all other aspects of such program directly or indirectly relating to or affecting the selection of tenants, provided, however, that if the FHA shall succeed to the rights and interests of the Redeveloper with respect to any parcel constituting a portion of the Property, the provisions of this paragraph (b) shall not apply to the FHA.

ARTICLE IV

TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: General Terms Relating to Transfer of Interest in Property by Redeveloper

The Redeveloper agrees, prior to the completion of the construction of the improvements, not to make, or suffer to be made, any assignment or any manner of transfer of its interest in the Property or any portion thereof or any interest therein or in this Agreement, except with the prior written consent of the Authority, and except that leases of individual dwelling units may be entered into provided that rental payments commence only at such time as the particular unit is ready for occupancy. The Redeveloper agrees, during a period of three years immediately following the date of any conveyance by the Authority to the Redeveloper under this Agreement, to give the Authority prompt notice of any intention to transfer, assign or convey, voluntarily or involuntarily, the Redeveloper's interest in the Property or any portion thereof or interest therein, and hereby grants the Authority the right, notwithstanding the provisions of Sections 403 and 709 below, exercisable for a period of thirty (30) days after said notice by the Redeveloper to purchase any parcel with respect to the whole or any part of which or any interest in which such intention exists, at its then fair market value.

Section 402: Mortgage of Property by the Redeveloper

Notwithstanding any other provisions of this Agreement, the Redeveloper may encumber, pledge, or convey its right, title and interest in the Property, or any portion thereof by way of bona fide mortgages to secure the payment of any loans obtained by the Redeveloper to finance the development, construction, furnishing, repair or reconstruction of any of the improvements on the Property or on other property of the Redeveloper which then is used for the purposes of low cost housing or to finance the purchase of such other property, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purposes; provided, however, that the Redeveloper shall give prior written notice to the Authority of its intent to exercise its rights under this Section and shall require (except in the case of an FHA insured mortgage) the inclusion in the mortgage instrument of a provision making the mortgagee, in the event of foreclosure prior to completion of the improvements, subject to the terms and provisions of this Agreement.

Section 403: Rights and Duties of Mortgagees upon Acquisition of the Property

(a) If a bona fide first mortgagee, through the operation of its contract to finance construction of the improvements acquires title to the Property or any parcel thereof prior to the completion of the improvements, the mortgagee shall, with respect to the property so acquired, at its option:

- (1) complete construction of the improvements in accordance with the approved Final Plans and Specifications and this Agreement and in all respects comply with the provisions of this Agreement, or
- (2) sell, assign or transfer, with the prior written consent of the Authority, title to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements, and obligations of the Redeveloper under this Agreement in respect to the Property or parcel, by written instrument satisfactory to the Authority and recorded forthwith in the Suffolk County Registry of Deeds, or
- (3) reconvey title to the Authority, subject to the provisions of Section 601 of this Agreement, in which event the provisions of Section 601 relative to resale shall apply, and the mortgagee shall be entitled to the amount of the then outstanding indebtedness secured by the mortgage as of the date on which he acquired title (whether by foreclosure or otherwise) in lieu of the payments made to discharge an encumbrance under Section 601.

ARTICLE V

INSURANCE

Section 501: Insurance Coverage

(a) So long as no certificate of completion has been issued with respect to the improvements to be constructed on any parcel constituting a portion of the Property, the Redeveloper shall, during all periods during which the Redeveloper is subject to the risks or hazards for which insurance is required hereby, keep all of the insurable property and equipment in respect of such parcel insured by fire and extended coverage insurance and such additional extended coverage insurance as is commonly carried on similar property and equipment in the City. Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment, and, in any event, in amounts not less than eighty per cent of the current fair market value thereof. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, and shall have attached thereto a clause making the loss payable to the Redeveloper and any mortgagee as their respective interests may appear, and a clause providing for ten (10) days notice to the Authority prior to cancellation or termination. Upon request, representatives of the Authority shall be permitted to examine such policies.

Section 502: Redeveloper's Obligations with Respect to Restoration and Reconstruction

(a) Whenever any improvement, or any part thereof, constructed on the Property, shall have been damaged or destroyed prior to the issuance of a certificate of completion with respect thereto, the Redeveloper shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction, and the proceeds so collected shall be used and expended for the purpose of promptly and fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. If there be any excess proceeds after such repair or reconstruction has been fully completed, such excess shall be retained by the Redeveloper, subject to the rights of any mortgagee. Repair and reconstruction shall be commenced promptly upon receipt of said proceeds, and diligently prosecuted to completion.

(b) In the event that any of the provisions of this Article V are in conflict with applicable FHA insurance requirements, including requirements concerning the disbursement of insurance proceeds, the FHA requirements shall govern. If the commissioner of the FHA succeeds to the rights and interests of the Redeveloper, the provisions of this Article shall not apply to the FHA.

ARTICLE VI

RIGHTS, REMEDIES, AND PROCEDURES UPON BREACH BY REDEVELOPER

Section 601: Consequences of Breach by Redeveloper

In the event of a default hereunder by the Redeveloper with respect to any parcel, prior to the issuance of a certificate of completion with respect to such parcel, the Authority shall in writing notify the Redeveloper of such default. The Redeveloper shall thereupon have thirty (30) days in which to cure such default, failing which, subject to any mortgages on the Property permitted hereunder, the Redeveloper shall promptly transfer possession of, and reconvey, the Property together with all of the improvements thereon, to the Authority without cost to the Authority, and the Authority shall have the right to re-enter and take possession of the Property and to terminate the estate of the Redeveloper and re-vest such estate in the Authority for breach of condition subsequent.

In the event that the Redeveloper or a mortgagee reconveys to the Authority pursuant to this Section 601, Section 204, or Section 403, the Authority shall use its best efforts to resell the Property so reconveyed and the improvement thereon, as soon and in such manner as it shall find feasible and consistent with the objectives of the Plan, to a qualified and responsible party or parties who will assume the obligations of the Redeveloper hereunder with respect to the uses of such Property. The proceeds of such resale shall be used:

first to reimburse the Authority for all costs and expenses incurred by the Authority, including the salaries of Authority personnel in connection

with the recapture, management and resale of the Property and all administrative and overhead costs in connection therewith; next to pay any expenditures made or obligations incurred by the Authority with respect to the making or completion of improvements on the Property; next to pay all taxes, payments in lieu of taxes, public charges and other sums owing to the City or the Authority with respect to the Property up to the time of such resale; next to discharge any mortgages and other encumbrances or liens existing or threatened on the Property; and finally to pay any amounts otherwise owing to the Authority from the Redeveloper, and the balance if any to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property. Any balance remaining after reimbursement to the Redeveloper shall remain the property of the Authority.

In addition to the other remedies hereinabove provided in this Section 601, upon such failure by the Redeveloper to cure under this Section, the Authority may pursue any additional rights and remedies, including such actions as it may deem advisable, as well as proceedings to compel specific performance, to which it may be entitled, and may in its sole discretion terminate, by written notice to the Redeveloper, any or all of its obligations to the Redeveloper hereunder.

Section 602: Notice of Breaches to Mortgagees

In the event that the Authority, pursuant to Section 601, gives written notice to the Redeveloper of a default, the Authority shall forthwith furnish a copy of the notice to each of the mortgagees of the Property, for which purpose the Redeveloper shall at all times keep the Authority provided with an up-to-date list of names and addresses of mortgagees secured by mortgages on the Property or any portion thereof.

Section 603: Mortgagee May Cure Breach of Redeveloper

In the event that the Redeveloper receives notice under Section 601 of a default, and the default is not cured by the Redeveloper before the expiration of the thirty (30) day period provided for in Section 601, the holders of first mortgages may cure any such default upon giving the Authority written notice of an intention to do so within fifteen (15) days after the expiration of the thirty (30) day period, or within thirty (30) days after such holder receives notice of such failure, whichever period is longer. The provisions of this Section 603 shall not, however, constitute a limitation on the Authority's power to resell under Section 601 unless the mortgagee has notified the Authority of its intention to cure as in this Section provided.

Anything in this Agreement to the contrary notwithstanding, should any of the improvements be covered by a mortgage permitted under this Agreement, the mortgagee thereunder shall not be obligated to complete the improvements contemplated in such mortgage transaction, nor need it guarantee the completion of the improvements. In case of any default by the Redeveloper in the construction of the improvements, the mortgagee shall have the option of not completing the improvements or causing the same to be completed in accordance with the provisions of this Agreement, except that the time limits established hereby shall in that case be extended by the Authority as may be reasonably necessary to permit such completion. If such a mortgagee shall assign or transfer his interest in a parcel, the instrument of assignment or transfer shall contain a covenant, which shall run with the land, requiring the grantee or any successor thereof to perform the construction of the improvements in accordance with the Redeveloper's obligations hereunder, except that the time limits established hereby shall be extended by the Authority as may be reasonably necessary to permit such completion.

Section 604: Rights and Remedies

All obligations, rights, and remedies under this Agreement shall be cumulative and no reference to one obligation, right or remedy shall be construed to limit another obligation, right or remedy. If any party shall fail to comply with or shall violate any of the provisions of this Agreement, the other party may institute such actions and proceedings as may be necessary to compel specific performance and payment of all damages, expenses and costs. Neither these remedies nor any remedy more particularly described in this Agreement shall be exclusive unless specifically so described.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 701: Effect of Invalidity of Particular Provisions

If any provision of this Agreement is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.

Section 702: Covenants to be Enforceable by Authority

Any covenant herein contained which is expressed to be a covenant running with the land shall be contained in any instrument of conveyance relating to the Property and shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority against the Redeveloper (including its successors and assigns to or of the Property or any part thereof or any interest therein). In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants both for and in its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

The benefit of the covenants running with the land which are contained in any instrument of conveyance relating to any parcel constituting a portion of the Property shall be enforceable only by the Authority and those holding title to an interest in such parcel, and such covenants shall not be enforceable by transferees of other land owned by the Authority in the area covered by the Plan.

Section 703: Parties Barred from Interest

(a) No member of the Congress of the United States of America shall enjoy or acquire, directly or indirectly, any benefit or right provided for hereunder or arising herefrom.

(b) No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, trust or association in which he is, directly or indirectly, interested or a beneficiary. No member, official or employee of the Authority shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or to its successor or on any obligations under the terms of this Agreement, or in any other event arising hereunder absent active malfeasance or willful fraud.

After the date hereinabove first written, the Redeveloper will not, without a prior finding by the Authority that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Plan or the South End Urban Renewal Project and who is named on any list which may be furnished by the Authority to the Redeveloper as having so participated.

Section 704: Agreement Binding on Successors and Assigns

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto and to any subsequent grantees of the Property or any parcel thereof.

Section 705: Amendments

This Agreement may be amended only by a written document, executed on behalf of the parties hereto by their duly authorized representatives.

Section 706: Approvals and Notices

Except as otherwise specifically provided, whenever approvals, authorizations, determinations, satisfactions, waivers, certifications or notices are required or permitted, they shall be effective and valid only when given in writing, signed by a duly authorized officer of the Authority or Redeveloper, and sent registered or certified mail, postage prepaid, to the principal office of the party to whom it is directed, which are as follows:

Redeveloper - 630 Tremont Street, Boston, Massachusetts
Authority - City Hall, Boston, Massachusetts

The parties shall promptly notify each other of any change of their respective addresses set forth above.

Section 707: Matters to be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 708: All Agreements Contained in this Instrument

The terms and conditions of this Agreement, including the Exhibits hereto, shall constitute all of the terms and conditions that shall be required by the parties of one another without reference to any other instrument.

Section 709: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of each parcel, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of each parcel to the Redeveloper, but shall not survive issuance of the certificate of completion by the Authority except to the extent stated in the deed, the form of which is attached hereto as Exhibit C and hereby made a part hereof, and which the parties agree shall be used for conveyance of the Property hereunder.

Section 710: Excusable Delays

Neither party shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of a delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts and omissions of the Government, including acts of any federal, state or municipal Government or any agency thereof, acts and omissions of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or suppliers due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the improvements, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable time after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. In no event shall any financing difficulty be a cause for an extension hereunder.

IN WITNESS WHEREOF, on the day and year first above named, the parties hereto have caused this Agreement in five counterparts to be signed, sealed, and delivered by their duly authorized officers, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and delivered
in the presence of:

By _____
Development Administrator

SOUTH END COMMUNITY DEVELOPMENT, INC.

By _____

Approved as to Form:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

, 1965

Then personally appeared before me the above-named

who executed the foregoing Agreement on behalf of Boston Redevelopment Authority and acknowledged the same to be his free act and deed and the free act and deed of said Authority.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

, 1965

Then personally appeared before me the above-named

who executed the foregoing Agreement on behalf of SOUTH END COMMUNITY DEVELOPMENT, INC. and acknowledged the same to be his free act and deed and the free act and deed of said corporation.

Notary Public
My commission expires:

EXHIBIT A

Planning and Design Objectives and Land Use Provisions for Rehabilitation and Use of the Property

The basic objectives of the rehabilitation of the property shall be to promote and further the objectives of rehabilitation generally in the South End area of the City of Boston, which are to: a) prevent the spread of blight and substandard conditions; b) restore deteriorating areas to sound condition; c) improve the quality of individual properties; and d) create decent, safe and sanitary structures providing the greatest degree of amenity, convenience, usefulness and livability for the occupants and users thereof.

Rehabilitation of the property shall be in accordance with such standards of design as to assure that the planning and design objectives of the South End Urban Renewal Plan will be followed. Rehabilitation and use of the property shall be compatible with existing row housing in the South End and the design and uses shall relate the structures involved to the community of which they are a part and shall not adversely affect other property in the area. The structures shall be improved, maintained and preserved in a manner which shall be architecturally consistent with the surrounding neighborhood and consistent with said Plan. All proposals for rehabilitation of the property, as well as any remodeling, renovation, rehabilitation or other work on the property during the period while these controls are in effect shall be subject to the review of the Boston Redevelopment Authority, which shall have the right to require compliance with the Plan to the same extent as such right exists under the Plan with respect to all other residential real estate in the South End. The Authority shall require all redevelopers and purchasers of land in the South End and their successors and assigns, by covenants and conditions running with the land and by other appropriate means, to follow the same objectives and to comply with such terms and conditions relating to the use and maintenance of land and improvements within the area as in the opinion of the Authority are necessary to carry out the purposes and objectives of Chapter 121 of the Massachusetts General Laws.

Structures shall be maintained in good and safe condition and repair and in a structurally sound condition. The front of all brick structures shall be maintained in good and sound condition and shall not be covered with paint or with asbestos, asphalt, wood, metal or other kinds of siding, sheathing, shingles or other covering. No additional structures or buildings of any kind shall be built on the lots except as approved by the Authority and no structures or buildings shall be reconstructed, demolished or subtracted therefrom without such approval. All structures and buildings shall be maintained or made to conform to: a) minimum property standards of the Boston Redevelopment Authority; b) the building code of the City of Boston; c) the State sanitary code; d) the fire prevention code of the City of Boston set out in Chapter 3 of the City ordinances of 1959 and ratified by Chapter 314 of the Acts of 1962; e) City of Boston zoning regulations and all laws, ordinances, codes and regulations governing land use, height and area, open space, building setback and building bulk, subject in all cases to provisions governing nonconforming building and site development as distinct from nonconforming land use; and f) all other applicable State and local laws, ordinances, codes and regulations pertaining to the maintenance, repair, construction, reconstruction, use, operation and condition of such structures provided that, where this Plan imposes a greater restriction than is imposed or required by any of the aforesaid, the provisions of this Plan shall prevail.

EXHIBIT C

DEED

BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly organized and existing pursuant to Chapter 121 of the General Laws of Massachusetts, having its usual place of business in Boston, Suffolk County, Commonwealth of Massachusetts, (the "Grantor"), in consideration of covenants herein contained, Grants unto SOUTH END COMMUNITY DEVELOPMENT, INC., a corporation organized and operated under the provisions of Chapter 180 of the Massachusetts General Laws, (the "Grantee"), with QUITCLAIM COVENANTS, the certain parcels of land, (the "Property"), located in said City of Boston, bounded and described as follows:

The Grantee covenants for itself and (except as otherwise expressly provided) its successors and assigns as follows:

(1) Construction of improvements on the property in compliance with all of the terms and conditions of the Disposition Agreement between the Grantor and Grantee dated , 1965, shall be commenced within forty-five (45) days of approval by the Grantor of final plans and specifications for such improvements, and shall be diligently prosecuted to completion. Promptly after such completion, the Grantor shall furnish the Grantee an appropriate instrument, in recordable form, so certifying, which shall be a conclusive determination of satisfaction and termination of the covenant contained in this paragraph (1).

(2) The property shall be used in conformity with the land use provisions, planning objectives, and other requirements for the Property contained in Exhibit A which is attached hereto and hereby made a part hereof. In the event of approval and adoption by the City of Boston in accordance with the provisions of Chapter 121 of the General Laws of Massachusetts, on or before December 31, 1966, of the proposed Urban Renewal Plan for the South End Urban Renewal Area, the provisions of said Plan will supersede the provisions of Exhibit A hereof for the purposes of this paragraph (2) insofar as permitted by law. If the said Plan is so approved and adopted on or before said date, the covenants of the Grantee, its successors and assigns under this paragraph (2) and paragraph (3) shall be of full force and effect for a period of forty (40) years from the date of such approval and adoption. If the said Plan is not so approved and adopted on or before said date, said covenants shall after said date be without force or effect.

(3) Subject to the provisions of paragraph (2) above and to the corporate purposes of the Grantee set forth in its corporate charter, preference in the selection of tenants and in the selection of subsequent purchasers, if any, for dwelling units or structures contained in or as part of the Property shall be given during the term of said Plan to persons displaced from or scheduled for displacement from the South End Urban Renewal Area, as defined in said Plan, because of clearance and redevelopment activity, who have not been relocated since such a displacement, who desire to live in such units or structures and will be able to pay the rents being charged at the time.

(4) Rents charged in the Property during the three-year period immediately following conveyance hereunder, shall be so established as to make tenancy, subject to the costs of operation and maintenance, feasible to persons of low income living in similar or comparable dwelling units in similar or comparable neighborhoods.

(5) Until December 31, 2064, the Grantee shall not discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental, or in the use or occupancy of the Property, or in connection with the employment or application for employment of persons for the construction of improvements on the Property.

(6) All state and local laws in effect from time to time forbidding discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease, use, or occupancy of the Property shall be complied with.

(7) Prior to completion of the construction of the improvements hereinbefore referred to no assignment or transfer of any interest in the Property or any portion thereof or any interest therein shall be made, except with the prior written consent of the Grantor, and except that leases of individual dwelling units may be entered into provided that rental payments commence only at such time as the particular unit is ready for occupancy. During a period of three years immediately following the date of any conveyance hereunder, so long as its ownership continues, the Grantee shall give the Grantor prompt written notice, addressed to the Grantor at City Hall, Boston, Massachusetts, of any intention to transfer, assign or

convey, voluntarily or involuntarily, the Grantee's interest in the Property or any portion thereof or interest therein, and the Grantee hereby grants the Grantor the right, exercisable for a period of thirty (30) days after said notice by the Grantee to purchase any parcel with respect to the whole or any part of which or any interest in which such intention exists, at its then fair market value.

(8) Notwithstanding any other provisions of this Deed, the Grantee shall at all times have the right to encumber, or pledge, its rights, title and interest in and to the Property, or any portion or portions thereof, by way of a bona fide mortgage to secure the payment of any loan or loans obtained by the Grantee to finance the development, construction, repair, or reconstruction of any of the improvements required to be constructed by the Grantee on the Property, or refinance any outstanding loan or loans therefor obtained by the Grantee for any such purpose. No mortgagee under a mortgage permitted hereby shall be obligated to complete the improvements referred to in paragraph (1) above, and in the event of a default by the Grantee in the construction of the improvements such a mortgagee shall have the option of causing or of not causing the same to be completed in accordance with the Grantee's undertakings provided that nothing in this Deed shall be construed to permit any mortgagee to devote the Property to any uses, or to construct any improvements thereon, other than those permitted under the provisions of this Deed.

(9) So long as no certificate of completion has been issued with respect to the improvements to be constructed on any parcel constituting a portion of the Property, the Grantee shall, during all periods during which it is subject to such risks or hazards, keep all of the insurable property and equipment in respect of such parcel insured by fire and extended coverage insurance and such additional extended coverage insurance as is commonly carried on similar property and equipment in the City. Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment, and, in any event, in amounts not less than eighty per cent of the current fair market value thereof. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, and shall have attached thereto a clause making the loss payable to the Grantee and any mortgagee as their respective interests may appear, and a clause providing for ten (10) days notice to the Grantor prior to cancellation or termination. Upon request, representatives of the Grantor shall be permitted to examine such policies. In the event of an insured loss the Grantee shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction, and the proceeds so collected shall be used and expended for the purpose of promptly and fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. If there be any excess proceeds after such repair or reconstruction has been fully completed, such excess shall be retained by the Grantee, subject to the rights of any mortgagee. Repair and reconstruction shall be commenced promptly upon receipt of said proceeds, and diligently prosecuted to completion. In the event that any of the provisions of this paragraph (9) are in conflict with applicable FHA insurance requirements, including requirements concerning the disbursement of insurance proceeds, the FHA requirements shall govern. If the commissioner of the FHA succeeds to the rights and interests of the Grantee, the provisions of this paragraph (9) shall not apply to the FHA.

(10) If a bona fide first mortgagee, through the operation of its contract to finance construction of the improvements acquires title to the Property or any parcel thereof prior to the completion of the improvements, the mortgagee shall, with respect to the property so acquired, at its option:

- (a) complete construction of the improvements in accordance with the Grantee's undertakings;
- (b) sell, assign or transfer, with the prior written consent of the Grantor, title to a purchaser, assignee or transferee, who shall expressly assume all of the Grantee's undertakings in respect to the Property or parcel, by written instrument satisfactory to the Grantor and recorded forthwith in the Suffolk County Registry of Deeds; or
- (c) reconvey title to the Grantor and the mortgagee shall be entitled to the amount of the then outstanding indebtedness secured by the mortgage as of the date on which he acquired title (whether by foreclosure or otherwise.)

(11) Real estate taxes and assessments on the Property shall be paid when due and no encumbrance or lien not authorized by the terms hereof shall be permitted to exist.

The covenants set forth above shall run with the land hereby conveyed and, to the fullest extent permitted by law and equity, in favor of the Grantor and any successor public agency designated by or pursuant to law, and in the case of Section (5) above also in favor of the United States, both for and in its or their own right and also for the purpose of protecting the interests of the community and other parties, public and private, in whose favor and for whose benefit such covenants are provided; such covenants shall be in force and effect without regard to whether the Grantor or any such successor remains or is an owner of any land or interest in the said South End Urban Renewal Area as defined in the said Urban Renewal Plan, but shall not be enforceable by transferees of other land owned by the Grantor in such Area; and such covenants shall not be binding on any owner or person in possession or occupancy except for his period of ownership, possession or occupancy. A certificate of the Grantor that such covenants have been complied with shall be conclusive as to such compliance as of the date of such certificate.

In the event of a default under Sections (1), (7), or (11) hereof with respect to any parcel, the GRANTOR shall in writing notify the GRANTEE of such default. The GRANTEE shall thereupon have thirty (30) days in which to cure such default, failing which, subject to any mortgages on the Property permitted hereunder, the GRANTOR shall have the right to require the GRANTEE promptly to transfer possession of, and reconvey, the parcel with respect to which the default exists, together with all of the improvements thereon, to the GRANTOR without cost to the GRANTOR, and the GRANTOR shall have the right, in addition to all other rights and remedies available at law and equity, to re-enter and take possession and to terminate the estate of the GRANTEE and revest such estate in the GRANTOR for breach of condition subsequent.

The consideration for this conveyance is less than \$100.00.

IN WITNESS WHEREOF, on the _____ day of _____, 1965, at Boston, Massachusetts, the parties hereto have caused this Instrument in five counterparts to be signed, sealed and delivered by their duly authorized officers or representatives respectively.

Signed, sealed and delivered in the presence of:

BOSTON REDEVELOPMENT AUTHORITY

By _____
Development Administrator

SOUTH END COMMUNITY DEVELOPMENT INC

By _____
President

Approved as to form:

General Counsel

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

, 1965

Then personally appeared before me the above-named

who executed the foregoing Instrument on behalf of Boston
Redevelopment Authority and acknowledged the same to be the
free act and deed of said Authority.

Notary Public
My commission expires

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

, 1965

Then personally appeared before me the above-named

of South End Community Development, Inc., who executed the
foregoing Instrument on behalf of said corporation and
acknowledged the same to be the free act and deed of said
Corporation.

Notary Public
My commission expires

DISPOSITION AGREEMENT W/SOUTH END COMMUNITY CENTER

Amendment as voted at meeting of February 4, 1965:

VOTED: to amend the above-mentioned Disposition Agreement
as follows:

Page 3, Section 301: Submission of Plans (a): Insert after
the words "if no grounds of disapproval are so delivered within"
the following:

"thirty (30) days after submission to the Redevelopment
Authority at a meeting..."

Page 4, Section 303:When Improvements Completed, third
paragraph, line 5, delete "within ten (10) days...." Insert
the following:

".....within thirty (30) days after a written request
by the Developer has been submitted to the Redevelopment
Authority at a meeting....."